

| ORDER FOR SUPPLIES OR SERVICES   |  |   |   |                              |  |  |   |   |                         | PAGE 1 OF 16  |                 |
|--|--|---|---|------------------------------|--|--|---|---|-------------------------|---|-----------------|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br>W56HZV-04-P-1144  |  |   | 2. DELIVERY ORDER/CALL NO.  |                              | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2004JUL08  |  | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE              |   | 5. PRIORITY<br>DOA4     |   |                 |
| 6. ISSUED BY<br>TACOM WARREN<br>AMSTA-AQ-ATAD<br>KATI LOCK (586)574-8505<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: LOCKK@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL  |  |   | CODE W56HZV   |                              | 7. ADMINISTERED BY (If other than 6)<br>DCMA SAN ANTONIO<br>615 EAST HOUSTON STREET<br>P.O. BOX 1040<br>SAN ANTONIO TX 78294-1040<br>SCD: C PAS: NONE ADP PT: HQ0339 |  |   | CODE S4404A   |                         | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER (See Schedule if other)                              |                 |
| 9. CONTRACTOR<br>BRANDAMAR CORP.<br>2530 OLD LOUETTA ROAD<br>SPRING, TX. 77388-4722<br>NAME AND ADDRESS<br>TYPE BUSINESS: Other Small Business Performing in U.S.  |  |   | CODE 068D8  |                              | FACILITY   |  | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br>SEE SCHEDULE |   |                         | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |                 |
| 12. DISCOUNT TERMS   |  |   | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Block 15   |                              | 14. SHIP TO<br>SEE SCHEDULE  |  |   | CODE  |                         | 15. PAYMENT WILL BE MADE BY<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381                |                 |
| 16. TYPE OF ORDER<br>DELIVERY/CALL<br>PURCHASE X   |  |   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.<br>Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation W56HZV04Q1086, Dated 2004MAY11.<br>TERI MARTIN furnish the following on terms specified herein.<br>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |                              |  |  |   |   |                         |   |                 |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: |  |   |   |                              |  |  |   |   |                         |   |                 |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>SEE SCHEDULE  |  |   |   |                              |  |  |   |   |                         |   |                 |
| 18. ITEM NO.   |  | 19. SCHEDULE OF SUPPLIES/SERVICE<br>SEE SCHEDULE<br>CONTRACT TYPE: Firm-Fixed-Price<br>KIND OF CONTRACT: Supply Contracts and Priced Orders |   |                              |  | 20. QUANTITY ORDERED/ACCEPTED*   |   | 21. UNIT  | 22. UNIT PRICE          |   | 23. AMOUNT      |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.  |  | 24. UNITED STATES OF AMERICA<br>MARIE T. GAPINSKI /SIGNED/<br>GAPINSKM@TACOM.ARMY.MIL (586)574-5333<br>BY: CONTRACTING/ORDERING OFFICER     |   |                              |  |  |   |   | 25. TOTAL<br>\$5,184.08 |   | 26. DIFFERENCES |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED  |  |   |   |                              |  |  |   |   |                         |   |                 |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |   |                              |  | c. DATE (YYYYMMDD)   |   | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |                         |   |                 |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |   |                              |  | 28. SHIP. NO.  |   | 29. D.O. VOUCHER NO.  |                         | 30. INITIALS  |                 |
| f. TELEPHONE NUMBER  |  | g. E-MAIL ADDRESS   |   |                              |  | 31. PAYMENT<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                      |   | 32. PAID BY   |                         | 33. AMOUNT VERIFIED CORRECT FOR   |                 |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.  |  |   |   |                              |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   | 34. CHECK NUMBER  |                         | 35. BILL OF LADING NO.  |                 |
| a. DATE (YYYYMMDD)   |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |   |                              |  | 37. RECEIVED AT  |   | 38. RECEIVED BY (Print)   |                         | 39. DATE RECEIVED (YYYYMMDD)  |                 |
| 37. RECEIVED AT  |  | 38. RECEIVED BY (Print)   |   | 39. DATE RECEIVED (YYYYMMDD) |  | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NUMBER  |                         | 42. S/R VOUCHER NO.   |                 |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-P-1144 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 16 |
| <b>Name of Offeror or Contractor:</b> BRANDAMAR CORP. |  |                            |

SUPPLEMENTAL INFORMATION

|   | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|---|------------------------|-------------------------------------|-------------|
| 1 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003    |

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: BRANDAMAR CORP.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |            |        |
| 0001    | NSN: 6685-01-085-5582<br>FSCM: 57733<br>PART NR: 284J<br>SECURITY CLASS: Unclassified   |          |      |            |        |
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>274</p> <p>EA</p> <p>\$ 18.92000</p> <p>\$ 5,184.08</p> <p>NOUN: INDICATOR,TEMPERATURE<br/>PRON: EH492908EH PRON AMD: 05 ACRN: AA<br/>AMS CD: 070011</p> <p>STEWART-WARNER PART NUM:284J CAGE: 57733<br/>AM GENERAL PART NUM:5965530 CAGE:34623<br/>PACIFIC CONSOLIDATED PART NUM:75906 CAGE:75906</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE PACKAGING REQUIREMENTS CLAUSE<br/>UNIT PACK: 001<br/>LEVEL PRESERVATION: Commercial<br/>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W56HZV40850603 W25G1U J 3<br/><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>001 250 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>W56HZV-04-P-1144/0000</p> <p>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>002 W56HZV40850604 W45G19 J 3<br/><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>001 18 0090</p> |          |      |            |        |

Name of Offeror or Contractor: BRANDAMAR CORP.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br/>HIGHWAY 82 WEST CL V TPF<br/>GATE 44 BLDG 184<br/>TEXARKANA    </p> |          |      |            |        |

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-04-P-1144**MOD/AMD**

**Name of Offeror or Contractor:** BRANDAMAR CORP.

## CONTRACT ADMINISTRATION DATA

| LINE   | AMS CD/    | OBLG      | ORDER                     | ACCOUNTING | OBLIGATED |
|--------|------------|-----------|---------------------------|------------|-----------|
| ITEM   | MIPR       | ACRN STAT | ACCOUNTING CLASSIFICATION | STATION    | AMOUNT    |
| 0001AA | EH492908EH | AA 2 97   | X4930AC6D 6D              | W56HZV \$  | 5,184.08  |
|        | 070011     |           |                           |            |           |
|        |            |           |                           | TOTAL \$   | 5,184.08  |

| SERVICE |               |                           |           |    |             | ACCOUNTING | OBLIGATED   |
|---------|---------------|---------------------------|-----------|----|-------------|------------|-------------|
| NAME    | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION |           |    |             | STATION    | AMOUNT      |
| Army    | AA            | 97                        | X4930AC6D | 6D | 26FB S20113 | W56HZV     | \$ 5,184.08 |
|         |               |                           |           |    |             | TOTAL      | \$ 5,184.08 |

| CONTINUATION SHEET                             | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-P-1144 MOD/AMD | Page 6 of 16 |
|--|---|--------------|
| Name of Offeror or Contractor: BRANDAMAR CORP. |   |              |

CONTRACT CLAUSES

|    |                        |   |          |
|----|------------------------|---|----------|
| 2  | 52.211-5               | MATERIAL REQUIREMENTS   | AUG/2000 |
| 3  | 52.211-17              | DELIVERY OF EXCESS QUANTITIES   | SEP/1989 |
| 4  | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 5  | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JAN/2004 |
| 6  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION                                     | OCT/2003 |
| 7  | 52.246-2               | INSPECTION OF SUPPLIES--FIXED PRICE   | AUG/1996 |
| 8  | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | FEB/2003 |
| 9  | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | APR/2003 |
| 10 | 52.204-4006<br>(TACOM) | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED<br>ACQUISITIONS AND DESIGNATION OF F.O.B. POINT | MAY/2000 |

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

|    |                        |  |          |
|----|------------------------|--|----------|
| 11 | 52.211-4053<br>(TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING<br>SUBSTANCES | MAR/2000 |
|----|------------------------|--|----------|

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: n/a.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

|    |                        |                                     |          |
|----|------------------------|-------------------------------------|----------|
| 12 | 52.211-4517<br>(TACOM) | PACKAGING REQUIREMENTS (COMMERCIAL) | MAR/2004 |
|----|------------------------|-------------------------------------|----------|

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-P-1144 <b>MOD/AMD</b> | <b>Page</b> 7 <b>of</b> 16 |
| <b>Name of Offeror or Contractor:</b> BRANDAMAR CORP. |  |                            |

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin,

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>                             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-P-1144 <b>MOD/AMD</b> | <b>Page</b> 8 <b>of</b> 16 |
| <b>Name of Offeror or Contractor:</b> BRANDAMAR CORP. |  |                            |

Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(h) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations  
 International Maritime Dangerous Goods Code (IMDG)  
 Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
 Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
 P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: UNIT PACK WEIGHT AND CUBE ARE ESTIMATED DATA. REQUEST CONTRACTOR TO PROVIDE ACTUAL UNIT PACK WEIGHT, CUBE AND SIZE TO THE FOLLOWING ADDRESS: PACKAGING@TACOM.ARMY.MIL

[End of Clause]

|    |                        |  |          |
|----|------------------------|--|----------|
| 13 | 52.246-4000<br>(TACOM) | INSPECTION/ACCEPTANCE CRITERIA AND MARKING REQUIREMENTS FOR OTHER<br>THAN NEW MATERIAL | APR/2000 |
|----|------------------------|--|----------|

(a) This clause applies only when recovered, reconditioned, remanufactured material or residual inventory is being offered for sale to the Government.

(b) Marking requirements. In addition to the packaging and marking requirements specified elsewhere in the contract, the supplier shall tag the following information on each item:



|  |  |  |
|--|--|--|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-1144      MOD/AMD</p> | <p style="text-align: center;"><b>Page 9 of 16</b></p> |
|--|--|--|

**Name of Offeror or Contractor:** BRANDAMAR CORP.

- (1) The supplier's name, address, city and state.
- (2) The supplier's Federal Supply Code for Manufacturers (FSCM).
- (3) This contract or purchase order number.
- (4) The National Stock Number (NSN) and nomenclature.
- (5) The category the item falls into, either:

- (i) "Recovered Material" means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (ii) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (iii) "Remanufactured" means factory rebuilt to original specifications.
- (iv) "Residual Inventory" means inventory from a transferred or terminated Government or Commercial contract.
- (v) "New, Unused United States Government Surplus Property" means material that was produced under a United States Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.

(c) Other than new material shall not be offered to the Government for inspection, acceptance or tests if it requires any work beyond that specified in paragraphs (d)(2)(i) through (d)(2)(v) and paragraph (f) of this clause in order to conform to the TDP, unless performance of such work is approved in advance in writing by the PCO.

(d) Inspection requirements.

(1) The Contractor shall conduct the tests described in paragraph (f) of this clause on all the items selected by the Government Quality Assurance Representative (QAR), in accordance with the procedures established in paragraph (e) below.

(2) The Contractor shall perform sufficient examinations and tests on the material to ensure that the item(s) will comply with fit, form and functional characteristics. At a minimum, the contractor shall perform 100% inspection on all the items, to ensure:

- (i) Completeness of assembly.
- (ii) Freedom from rust, contamination or deterioration.
- (iii) Proper identification.
- (iv) Freedom from any obvious or suspected damage which may render the item or equipment unfit for issue, shipment or continued storage.
- (v) The material meets the latest requirements of the TDPL listed in this solicitation/contract.

(3) The Contractor shall prepare a CERTIFICATE OF CONFORMING MATERIAL to certify that supplies comply with the requirements of paragraph (d)(2)(i) through (d)(2)(v) and paragraph (f) of this clause. At the time of inspection/acceptance, one copy of the Certificate shall be provided to the QAR and a copy shall also be attached to each copy of the DD Form 250. The certificate(s) may be for the entire or partial quantities, and shall be executed and furnished by the Contractor or by subcontractors (provided subcontractors' certificates are countersigned by a responsible official of the Contractor). Certificates of conforming material shall include the information below:

- (i) This contract or purchase order number (i.e. DAAE07- ); (W56HZV-04-P-1144)
  - (ii) The complete nomenclature of supplies, together with lot numbers or other identification, and the quantity in each lot or shipment;
  - (iii) An inspection report of the results of the inspection and any tests performed, including the name of the company conducting the inspection and the date thereof;
  - (iv) The following certification, with the signature and title of the certifying official: The undersigned, individually and as the authorized representative of the Contractor, warrants and represents that:
- (A) All of the information supplied above is true and accurate.

|                                  |  |                             |
|----------------------------------|--|-----------------------------|
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**Name of Offeror or Contractor:** BRANDAMAR CORP.

(B) The material covered by this certificate conforms to all contract requirements (including, but not limited to, the drawing and specifications).

(C) The analysis appearing herein is a true and accurate analysis, and

(D) This certificate is made with knowledge that the information within this certification may be used as a basis for contract payment.

(v) Where supplies, which were accepted on the basis of a COC, are found not to conform to all contractual requirements, the Contractor agrees, if notice of the nonconformance is received from the Government within a reasonable time after discovery, to replace or correct supplies, at the Government's option, at no additional cost to the Government.

(e) Inspection/acceptance procedures.

(1) The Contractor shall notify the Administrative Contracting Officer (ACO) at least 20 days before the conduct of the inspections and tests prescribed in paragraph (f), so that the Government representatives will be present to witness such tests.

(2) At the time of Government inspection, the Contractor shall cooperate with the Government Quality Assurance Representative (QAR) in the following inspection procedures:

(i) The entire quantity called for under this contract must be available at the place specified in the contract for inspection. The QAR will make his sample selection from the entire quantity, selecting at his discretion items for inspection.

(ii) The Contractor shall perform the tests described in paragraph (f) of this clause in the presence of the QAR, unless a waiver has been received in writing from the PCO.

(iii) The Government QAR will visually verify that the remaining material is in accordance with paragraph (d)(2)(i) through (d)(2)(v) above and review the Certificate of Conforming Material prepared per paragraph (d)(3) of this clause.

(iv) Any defective material found during inspection will be rejected by the QAR, who will notify the ACO and PCO of the rejection and the reasons thereof. Defective material will be isolated from the contract amount and the balance of the contract quantity shall be inspected for the defect.

(v) The QAR will also verify Contractor's records such as: year material was purchased, the agency from whom the material was purchased, and sale number. If there is any discrepancy between the Contractor records and the Contractor representation in its bid or proposal prior to award, the PCO will be notified of the discrepancy.

(3) If the supplies furnished under this contract are found not to conform to the contract requirements, the Government may, upon notice furnished within a reasonable time after discovery of such nonconformity, reject the supplies and require replacement thereof. The Contractor has the right to request that a reinspection or retest be performed at the Contractor's expense.

(4) The Contractor shall retain inspection records for each lot or shipment, listing results for each test or inspection specified by the contract, for a period of four years following issuance of final payment under the contract.

(5) In the event that this contract is terminated for default, the Government reserves the right to reprocure new material if acceptable used, reconditioned or surplus material is not available. The Contractor shall be liable for the excess cost of such reprocurement of new material in accordance with the terms of the DEFAULT clause of this contract.

(f) Inspection/acceptance criteria.

(1) NOTE: The inspection criteria specified below constitute acceptable tests for new, unused United States Government surplus sold through the Defense Property Disposal Service. If offered material is for used, reconditioned, recovered, remanufactured or surplus material, from terminated government contracts, additional test and inspection requirements may be directed by the PCO/QAR, as specified.

(2) The inspection/acceptance criteria, which apply under this paragraph, are attached as Special Inspection/Acceptance Criteria: (N/A).

(g) Inspection report. The contractor shall prepare an inspection report of the results of the inspections, examinations, and tests specified in paragraphs (d)(2)(i) through (d)(2)(v) and paragraph (f) of this clause, including the date performed and the name of the contractor's inspector. One copy of the report shall be forwarded to the PCO.

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[End of clause]

14            52.246-4005            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            FEB/1995  
                  (TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

2530 OLD LOETTA LOOP #124  
 SPRING, TX 77388-44722  
 HARRIS COUNTY

[End of Clause]

15            52.207-4            ECONOMIC PURCHASE QUANTITY -- SUPPLIES            AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATION

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
| <hr/>       | <hr/>           | <hr/>                      | <hr/>        |
| <hr/>       | <hr/>           | <hr/>                      | <hr/>        |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

16            52.247-48            F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)            JUL/1995

(a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.

(1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.

(2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or

(3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.

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(b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

17                      252.223-7001                      HAZARD WARNING LABELS                      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| <u>MATERIAL (If None, Insert None.)</u> | <u>ACT</u> |
|---|------------|
|   |            |
|   |            |

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

18                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman,

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distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
  - (i) This contract is a construction contract; or
  - (ii) The supplies being transported are-
    - (A) Noncommercial items; or
    - (B) Commercial items that-
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
      - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;

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- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

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| 19 | 52.204-4005            | REQUIRED USE OF ELECTRONIC CONTRACTING                             | JUN/2004 |
| 20 | 52.204-4009<br>(TACOM) | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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| 21 | 52.211-4036<br>(TACOM) | FORMAT OF THE TECHNICAL DATA PACKAGE | APR/2000 |
|----|------------------------|--------------------------------------|----------|

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

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USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

22      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002  
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

23      52.246-4026      LOCAL ADDRESS FOR DD FORM 250      JAN/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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LIST OF ATTACHMENTS

| List of<br>Addenda | Title    | Date        | Number<br>of Pages | Transmitted By |
|--------------------|----------|-------------|--------------------|----------------|
| Attachment 001     | TDP-284J | 04-APR-2004 |                    |                |